

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

HOWARD KORER)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION
)	FILE NO.:
)	FILED: MAY 15, 2008
DANITA CORPORATION, an Illinois)	08cv2837 JH
corporation, d/b/a THE UPS STORE)	
#1661, and UNITED PARCEL)	JUDGE CASTILLO
SERVICE, INC., a corporation,)	MAGISTRATE JUDGE VALDEZ
)	
Defendants.)	
)	

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Defendant United Parcel Service, Inc. ("UPS") hereby removes to this Court the state-court action described below.

I. Statement of the Case

1. On April 10, 2008, Howard Korner commenced an action in the Circuit Court of Nineteenth Judicial Circuit of Lake County, Illinois, currently entitled *Howard Korner v. Danita Corporation d/b/a The UPS Store #1661, and United Parcel Service, Inc.*, Case No. 08MR0110. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process and pleadings served upon UPS in the action are attached to this Notice of Removal collectively as Exhibit 1.

2. UPS was served with the summons and First Amended Complaint for Declaratory Judgment ("Amended Complaint") on April 15, 2008. A true and correct copy of the Notice of Service of Process, provided by UPS's registered

agent for service of process in Illinois, is attached hereto as Exhibit 2. This Notice of Removal is therefore timely under 28 U.S.C. § 1446(b).

3. The basis for removal of this action is apparent from the allegations in Plaintiff's Amended Complaint. The bases of Plaintiff's claims are his allegations that he visited Defendant Danita Corporation d/b/a The UPS Store #1661 ("Danita") in Illinois "to arrange the shipping of [a] watch to Plaintiff's friend in Atlanta, Georgia" and "the box arrived at the home of the Plaintiff's friend in Atlanta, Georgia, however the box had been opened in transit, the small box containing the watch had been removed and a pair of pliers had been substituted for the watch." Amended Complaint, ¶¶ 5 and 10. In the Amended Complaint, Plaintiff states that he paid Danita to "insure" the package for \$25,000, that he filed a claim to recover the full "insurance" amount, and that "the Defendants have wholly failed to adjust the claim or make any monetary offer on the insurance." *Id.* at ¶¶ 7, 8, 11 and 13.

4. In the Amended Complaint, Plaintiff prays for a declaratory judgment finding and declaring, among other things: that Plaintiff's shipment was "insured" as alleged, that the watch was worth at least \$25,000, who the actual insuring entity was, and that the Plaintiff is entitled to payment of \$25,000 from the insuring entity. *Id.*, p.5. Plaintiff further seeks his attorney's fees, costs of this action, and punitive damages against the Defendants. *Id.*

5. On or about May 8, 2008, Defendant Danita filed a “Motion to Dismiss in Lieu of Answer,” a true and correct, file-stamped copy of which is attached hereto as Exhibit 3.

II. Removal is Based on Federal Question

6. The Amended Complaint seeks declarations regarding “insurance” coverage in connection with the alleged damage and/or loss of an interstate ground shipment sent via UPS. The Supreme Court has held that the Carmack Amendment, which is part of the Interstate Commerce Act, exclusively governs the contracts of carriage and limitations of liability of motor carriers, and occupies the field of interstate shipments. *See, e.g., Adams Express Co. v. Croninger*, 226 U.S. 491, 505-06 (1913) (“Almost every detail of the subject is covered so completely that there can be no rational doubt that Congress intended to take possession of the subject and supersede all state regulation with reference to it.”). *See also North Am. Van Lines, Inc., v. Pinkerton Sec. Systems, Inc.*, 89 F.3d 452, 454 (7th Cir. 1996) (Carmack “create(s) a nationally uniform rule of carrier liability concerning interstate shipments and preempt(s) all state and common law remedies covering this subject.”) The application of federal law is necessary to achieve Congress’s goal of national uniformity with respect to the interstate transportation of goods. *See North Am. Phillips Corp. v. Emery Air Freight Corp.*, 579 F.2d 229, 232 (2d Cir. 1978). “Because the purpose of the Carmack Amendment is to establish uniform federal guidelines to reduce

uncertainty in connection with a carrier's liability, it has a broad preemptive scope over state and common law claims arising out of interstate shipments." *Solovy v. Federal Express Corp.*, 2008 U.S. Dist. LEXIS 20448, *11 (N.D.Ill. Feb. 5, 2008) (noting that while the issue need not be decided by the court, "to the extent that this Action involved FedEx Ground, removal from the state court was likely proper under the Carmack Amendment"). In this action, because Plaintiff's claims arise from damage and/or loss of an interstate shipment transported by UPS Ground Service, Plaintiff's claims arise under and are preempted by the Carmack Amendment. Accordingly, Plaintiff's action is properly removed to this Court.

7. For the reasons stated above, this action arises under federal law, and is therefore within the original jurisdiction of this Court pursuant to 28 U.S.C. § 1331 (federal question) and § 1337 (Acts of Congress regulating commerce). Accordingly, this action is removable pursuant to 28 U.S.C. § 1441(a) & (b). Furthermore, for claims under 28 U.S.C. § 14706 that exceed the jurisdictional amount of \$10,000.00 exclusive of interest and costs, the Court has original jurisdiction of this action pursuant to 28 U.S.C. §§ 1337(a) and 1445(b).

8. Counsel for UPS certifies that a copy of this Notice of Removal is being filed with the Clerk of the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

WHEREFORE, UPS gives notice that the above-described action pending against it in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, is removed to this Court.

This 15th day of May, 2008.

/s/ John S. Graettinger, Jr.
JOHN S. GRAETTINGER, JR.
Illinois ARDC No. 6197736
Attorney for
United Parcel Service, Inc.

53 W. Jackson, Suite 950
Chicago, Illinois 60604-3849
Voice: (312) 408-0320
Fax: (312) 408-0321
Email: JSG@Pentwater.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing NOTICE OF REMOVAL was served upon Plaintiff and Defendant Danita Corporation d/b/a The UPS Store #1661 and the Clerk of Court of the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois on this 15th day of May, 2008, by United States Mail, addressed as follows:

Robert J. Long, Esq.
Daniels, Long & Pinsel, LLC
19 North County Street
Waukegan, IL 60085

Edward J. Kozel, Esq.
333 South Wabash Avenue
25th Floor
Chicago, IL 60604

Clerk of Court
Circuit Court of the Nineteenth Judicial Circuit, Lake County
18 N. County Street
Waukegan, IL 60085

/s/ John S. Graettinger, Jr.
JOHN S. GRAETTINGER, JR.

JUDGE CASTILLO
MAGISTRATE JUDGE VALDEZ**SUMMONS****IN THE CIRCUIT COURT OF THE PEOPLE IN THE STATE OF ILLINOIS, IN THE CIRCUIT COURT
OF THE NINETEENTH JUDICIAL CIRCUIT,
LAKE COUNTY, ILLINOIS**

HOWARD KORER,

Plaintiff,

vs.

DANITA CORPORATION, an Illinois corporation,
d/b/a/ THE UPS STORE #1661, and
UNITED PARCEL SERVICE, INC., a corporation,

Defendants.

General No. 08 MR 0110

Please serve:

Illinois Corporation Service C

Registered Agent for United Parcel Service, Inc.

801 Adlai Stevenson Drive

Springfield, IL 62703

To: United Parcel Service, Inc.

You are hereby summoned and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this Court, within 30 days after service of this summons, exclusive of the day of service. If you fail to do so, a judgment or decree by default may be taken against you for the relief prayed in the complaint.

This summons must be returned by the officer or other person to whom it was given for service, with endorsement thereon of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 30 days after its date.

SEAL
OF
COURTWITNESS: SALLY D. COFFELT, Clerk of said Circuit
Court, and the seal thereof at Waukegan, Illinois.

this

APR 10 2008*Sally D. Coffelt*

SALLY D. COFFELT, Clerk

Plaintiff's Attorney:

Robert J. Long

DANIELS, LONG & PINSEL, LLC

19 N. County Street, Waukegan, IL 60085

847-623-5900

Date of Service: _____ 2008
(To be inserted by officer on copy left
with defendant or other person)

FILED

APR 10 2008

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

[Signature]
CIRCUIT CLERK

HOWARD KORER,
Plaintiff,

vs.

Gen. No. 08 MR 0110

DANITA CORPORATION, an Illinois corporation,)
d/b/a THE UPS STORE # 1661, and)
UNITED PARCEL SERVICE, INC., a corporation,)
Defendants.)

**FIRST AMENDED
COMPLAINT FOR DECLARATORY JUDGMENT**

NOW COMES the Plaintiff, HOWARD KORER, by and through his attorney, ROBERT J. LONG of Daniels, Long & Pinsel, LLC, and as and for his complaint, he states as follows:

1. At all times relevant hereto, Plaintiff was a resident of Lake County, Illinois.
2. At all times relevant hereto, Defendant DANITA CORPORATION is an Illinois corporation in good standing owning a packing and shipping business affiliated with the Defendant United Parcel Service, Inc. and is designated as UPS Store #1661.
3. At all times relevant hereto, Defendant UNITED PARCEL SERVICE, INC. was and is a foreign corporation duly authorized to conduct business in the State of Illinois, and is engaged in the business of parcel deliveries and expediting.
4. Prior to December 14, 2007, Plaintiff reached an agreement with a friend of his to sell his friend a certain Rolex Platinum wristwatch that the Plaintiff had purchased long ago while on vacation for a price of \$25,000.00.
5. On December 14, 2007, the Plaintiff went to the Defendant Danita Corporation's place of business located at 318 Half Day Road in Buffalo Grove, Lake County, Illinois and

handed a small box containing the said wristwatch to Danita Corporation's agent, Al Crow and asked him to arrange the shipping of this watch to Plaintiff's friend in Atlanta, Georgia.

6. On the said date and time, Danita Corporation's said agent agreed to arrange the said shipping through the United Parcel Service in exchange for monetary consideration.

7. Danita Corporation's agent further inquired of the Plaintiff if he wished to purchase insurance for the shipment, and Plaintiff stated that he wished to insure the package for \$25,000.00.

8. Danita Corporation's agent took the small box with the wristwatch, put it into a larger box with bubble wrap, sealed the box, printed out a shipping label and processed Plaintiff's credit card, charging the Plaintiff the sum of \$12.40 for shipping, \$231.30 for insurance, \$2.17 for a fuel surcharge, \$2.20 for a box, \$0.45 for a mat, \$1.54 for a service charge and \$0.20 for sales tax, totaling \$250.26. A true copy of the shipment receipt and credit card charge receipt is attached as Group Exhibit A hereto.

9. Plaintiff then left the store, leaving the box and the wristwatch with Danita Corporation.

10. Several days later, the box arrived at the home of the Plaintiff's friend in Atlanta, Georgia, however the box had been opened in transit, the small box containing the watch had been removed and a pair of pliers had been substituted for the watch.

11. Upon being advised of the foregoing apparent theft of the wristwatch, the Plaintiff contacted Danita Corporation's agent and verbally informed him of the apparent theft and stated that he was making an insurance claim for \$25,000.00.

12. Following that contact, representatives of United Parcel Service, Inc. and its designated agent, Crawford & Company have contacted the Plaintiff and have been furnished with all available information regarding the loss and the claim.

13. Since that time, despite the Plaintiff's cooperation and tender of all available evidence relating to the wristwatch, the Defendants have wholly failed to adjust the claim or make any monetary offer on the insurance.

14. Additionally, Plaintiff has submitted all available information through his attorney once it became obvious that the insurance payment was not being tendered promptly. A true copy of the undersigned's two faxes dated January 14, 2008 and January 15, 2008 are attached hereto as Group Exhibit B.

15. No written response of any kind has been tendered to the Plaintiff or his attorney.

16. The only description of the insurance provided directly to the Plaintiff is a provision on the back of the shipment receipt which states as follows:

"10. Declared Value Terms & Conditions. Declared value coverage will be available only if You have complied with all Declared Value Terms & Conditions. For an additional fee We will obtain declared value coverage for You shipment through the carrier designated on this PSO. We surcharge the cost of this product. You expressly acknowledge that the value of each parcel does not exceed the amount you listed below as Declared Value and stated on the transaction receipt. If no amount is specified, You agree that the value of the parcel(s) shall not exceed \$100. If You refuse additional declared value coverage for items of greater value than \$100, You will be limited to a maximum declared value coverage of \$100. Each declared value provider designated monetary limits coverage. The declared value terms and conditions of the various carriers are located in the carrier service guide for coverage provided by the carriers and are also available at this location upon request. Consult the applicable Declared Value Terms & Conditions and terms of coverage for further information." Group Ex. A

17. In paragraph 1 of the shipment receipt ("PSO"), it identifies the carrier as UPS, which is a trade name and logo of United Parcel Service, Inc.

18. Danita Corporation's agent was requested to provide the declared value terms and conditions represented to be available at his location, but he was unable to do so as he stated that he had nothing in his possession to provide to the Plaintiff.

19. On the United Parcel Service, Inc., website (www.ups.com), it defines the Declared Value as follows:

"Declared Value: The amount in U.S. dollars for which a U.S.-origin domestic package or international shipment is protected against loss or damage. UPS automatically protects each domestic package and international shipment against loss or damage up to a value of US\$100 (or the equivalent in local currency) without a declaration of value. Shippers may declare a value for amounts in excess of US \$100 by showing a value in excess of \$100 in the declared value field of the UPS source document, or the UPS shipping system used, and paying an additional charge. The applicability of this term, or the availability of the referenced service, may vary according to the country of origin and country of destination. For non-U.S.-origin shipment protection, please refer to the Terms and Conditions of the origin country."

http://www.ups.com/content/us/en/resources/glossary/index.html?WT.svl=PNRO_L1#C

20. There is no further information available to the Plaintiff to explain what coverage is afforded by the insurance he purchased, what terms and conditions apply to that coverage, what entity is actually providing that coverage, or how to resolve a claim within that coverage.

21. Danita Corporation is not licensed to sell insurance in the State of Illinois.

22. United Parcel Service, Inc. is not licensed to sell insurance in the State of Illinois.

23. By selling "insurance" or "coverage", both Danita Corporation and United Parcel Service, Inc. have violated the Illinois Insurance Code and the rules and regulations of the Illinois Department of Insurance and continue to violate that code.

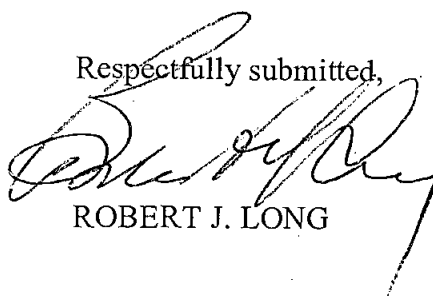
24. By refusing to provide a means to resolve a claim within the "insurance" or "coverage" wrongfully sold by the Defendants, the Plaintiff has been unable to obtain the fair and prompt adjustment of his loss and was forced to retain an attorney to prosecute this action.

25. As a result of the foregoing, there is a justiciable controversy existing between the parties.

WHEREFORE, Plaintiff prays for a declaratory judgment providing as follows:

- A. Finding and declaring that Plaintiff's shipment was insured for the full extent of the coverage purchased, ie., \$25,000.00;
- B. Finding and declaring that the Plaintiff's watch was worth at least \$25,000.00;
- C. Finding and declaring who the actual insuring entity was;
- D. Finding and declaring that the Plaintiff is entitled to payment from the insuring entity in the amount of \$25,000.00;
- E. Awarding the Plaintiff his reasonable attorney's fees and the costs of this action;
- F. Awarding the Plaintiff punitive damages against both Defendants in an amount sufficient to punish them and deter them from selling insurance products in violation of the laws of the State of Illinois;
- G. Granting such other, further or different relief as may be just and equitable in the premises.

Respectfully submitted,



ROBERT J. LONG

ROBERT J. LONG
Daniels, Long & Pinsel, LLC
Attorney for Plaintiff
19 North County Street
Waukegan, IL 60085
847-623-5900
ARDC# 06180761

The UPS Store - #1661
318 Half Day Rd
Buffalo Grove, IL 60089
(847) 913-0335

12/14/07 11:12 AM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



001	001035 (001)	TO \$	245.87
	3 Day Residential		
	Tracking# 1Z4F973Y3996987877		
002	010002 (002)	T1 \$	2.20
	08 x 08 x 08 box		
003	020010 (009) ****S****	T1 \$	0.45
	08x08x08 Mat Std		
004	030010 (016) ****S****	TO \$	1.54
	08x08x08 Serv Std		

SubTotal \$ 250.06
IDOR (T1) \$ 0.20
Total \$ 250.26

ACCOUNT NUMBER *

~~Discover \$ 250.26~~
*****6357

AA Kocel

Receipt ID 82311349068173882733 004 Items
CSH: ALMARY Tran: 0651 Reg: 002

Thank you for visiting our store.
Please come back again soon.

Whatever your business and personal
needs, we are here to serve you.



Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:
Fri, Dec 14, 2007

SHIPMENT INFORMATION:

UPS 3 Day Select Res
0.75Lbs / 4Lbs 8111ed (DimM)
Dims: 9.0x9.0x9.0 (Store Packed)
Declared Value = \$25,000.00
Sig Reg (w/Delv Confirm)
Ship Ntff
Pack and Ship Promise

EXPECTED DELIVERY DATE:
WED, DEC 19, 2007 EOD

SHIP FROM:
HOWARD KORER
50 LAKE BLVD
UNIT 607
Buffalo Grove, IL 60089
(847) 520-9777

Tracking Number: 1Z4F97Y3995987877
Shipment ID: MMDMSRTKY7M66
Or/Item#: - -
Ref#: - -

SHIP TO:
RICHARD & JAN ERNEST
8131 NESBIT FERRY RD
ATLANTA GA 30350-1009
Residential
(404) 372-5333

DESCRIPTION OF GOODS:
JEWELRY

SHIPMENT CHARGES:
3 Day Select Res \$12.40
Service Options \$231.30
Fuel Surcharge \$2.17

Total \$245.87

SHIPPED THROUGH:

THE UPS STORE #1661
BUFFALO GROVE, IL 60089
(847) 913-0335

COMPLETE ONLINE TRACKING:
Enter the tracking number and access in your web browser to track:
<http://theupsstore.com/track>
<http://mba.com> (select tracking, enter Shipment ID #)

SHIPMENT QUESTIONS?
Contact SHIPPED THROUGH above.

Customer Acknowledgement:
I acknowledge & accept terms & conditions in force for tendering shipments,
through this location and certify that address, contents and value provided
for this shipment are accurate in all respects.

ShipmentID: MMDMSRTKY7M66



Powered by iShip(tm)

12/14/2007 09:13 AM Pacific Time



International Shipping Note - Customs forms may be subject to the rules relating to liability and other terms and conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and the Convention in the context of the Convention for the Unification of Certain Rules Relating to International Carriage by Sea (the "Hague-Visby Rules"). For shipping please, call 1-800-762-7862.



DANIELS, LONG & PINSEL, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW
19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO:	FAX NUMBER:
AL CROW / THE UPS STORE	847-913-0204
RE:	DATE:
HOWARD KORER	JANUARY 14, 2008

Dear Mr. Crow,

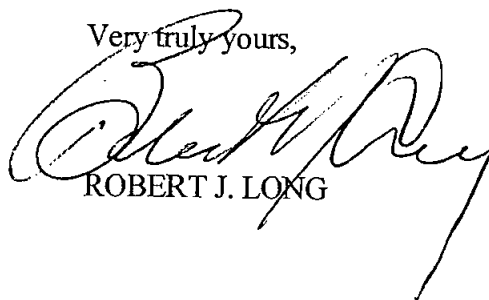
I represent Howard Koror, who has become frustrated with his efforts to file and resolve an insurance claim arising from your shipment of a Rolex Platinum wristwatch. I know that you are familiar with this situation, as Howard has shared your efforts to help guide his claim through the claims process, and I also understand that a Crawford & Co. claims investigator was assigned to this case.

However, Howard has been given no claims forms to submit, and there is no indication that the claim will be paid in the immediate future. I have made a concerted effort to find any kind of link on the UPS web pages to obtain information on the claims process and the shipping insurance, and I was quite surprised to find that there is nothing listed there. The fact is that Howard paid \$245.87 to insure his shipment for \$25,000.00. Yet, there is nothing in writing in any of the materials available to us to explain just exactly what he paid for.

As an attorney who deals with claims all the time, I am generally familiar with pretty much every type of claim that's common in the business world. My client shipped a watch worth well more than \$25,000.00, the box was opened in transit and a pair of pliers substituted for the watch. My client is entitled to payment on the claim in a reasonable period of time. Given the nature of this claim, a longer than reasonable time has already passed. We demand immediate payment.

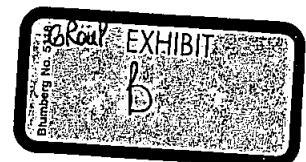
As you are our only real link, we make this demand through you. Accordingly, kindly pass this letter along to the appropriate person and have him or her contact me immediately.

Very truly yours,



ROBERT J. LONG

PHONE: 847/623-5900 • FAX: 847/406-4422
E-MAIL: rlong@dlplawyers.com



Destination	Start Time	Time	Prints	Result	Note
18479130204	01-14 15:55	00:00:30	001/001	OK	

Note TMR: Timer, POL: Poll, ORG: Original, FME: Frame Erase TX, MIX: Mixed Original, CALL: Manual Communication, CSRC: CSRC, FWD: Forward, PC: PC-FAX, BND: Bind, SP: Special Original, FCODE: F-Code, RTX: Re-Tx, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP-Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full, LOVR: Receiving length Over, POVER: Receiving page Over, FIL: File Error, DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error.

DANIELS, LONG & PINSEL, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO: AL CROW / THE UPS STORE

FAX NUMBER:
847-913-0204

RE: HOWARD KORER

DATE:
JANUARY 14, 2008

Dear Mr. Crow,

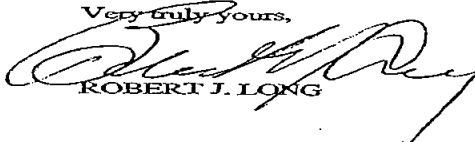
I represent Howard Koror, who has become frustrated with his efforts to file and resolve an insurance claim arising from your shipment of a Rolex Platinum wristwatch. I know that you are familiar with this situation, as Howard has shared your efforts to help guide his claim through the claims process, and I also understand that a Crawford & Co. claims investigator was assigned to this case.

However, Howard has been given no claims forms to submit, and there is no indication that the claim will be paid in the immediate future. I have made a concerted effort to find any kind of link on the UPS web pages to obtain information on the claims process and the shipping insurance, and I was quite surprised to find that there is nothing listed there. The fact is that Howard paid \$245.87 to insure his shipment for \$25,000.00. Yet, there is nothing in writing in any of the materials available to us to explain just exactly what he paid for.

As an attorney who deals with claims all the time, I am generally familiar with pretty much every type of claim that's common in the business world. My client shipped a watch worth well more than \$25,000.00, the box was opened in transit and a pair of pliers substituted for the watch. My client is entitled to payment on the claim in a reasonable period of time. Given the nature of this claim, a longer than reasonable time has already passed. We demand immediate payment.

As you are our only real link, we make this demand through you. Accordingly, kindly pass this letter along to the appropriate person and have him or her contact me immediately.

Very truly yours,


ROBERT J. LONG

DANIELS, LONG & PINSEL, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW
19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO:	FAX NUMBER:
AL CROW / THE UPS STORE	847-913-0204
RE:	DATE:
HOWARD KORER	JANUARY 15, 2008

Dear Al,

Per our telephone discussion of a few minutes ago, I attach a copy of a letter dated January 2, 2008 from Leslie Hindman Auctioneers. This shows that Howard and Rita Koror have been selling high-end jewelry from their personal collection for some time. They are doing this as part of a downsizing effort as they have recently moved from a large house with a walk-in vault to a condominium.

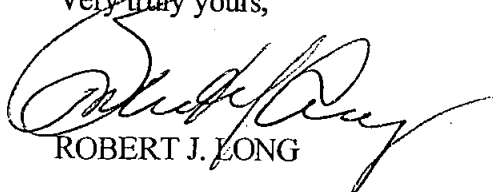
The watch in question is a Rolex Platinum that Howard bought many years ago while on vacation. He did not wear the watch much, and it sat in the vault for approximately 20 years. Thus, it was never serviced and since it was in a secure vault, he didn't have it appraised or inventoried for insurance purposes. I have attached a page Howard downloaded from DaVinci Fine Jewelry showing that a Platinum Rolex runs about \$43,000.00 at discount.

The insurance amount of \$25,000.00 was chosen by Howard since he had agreed to sell it to the intended recipient of the package for this exact amount.

As we discussed, please forward this information to the correct party and insist that they contact me immediately. Their prompt compliance will be necessary to avoid our having to file a lawsuit.

Thank you for your cooperation.

Very truly yours,


ROBERT J. LONG

PHONE: 847/623-5900 • FAX: 847/406-4422
E-MAIL: rlong@dlplawyers.com



LESLIE HINDMAN AUCTIONEERS

January 2, 2008

Mrs. Rita Korcr
50 Lake Blvd #607
Buffalo Grove, IL 60089

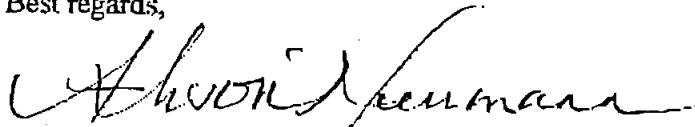
Dear Mrs. Korcr,

Thank you so much for your consignment! Enclosed is a settlement check and statement for your property included in the December 3rd Fine Jewelry and Timepieces auction. We hope you are pleased with the results of the sale.

Unfortunately, the private sale of the Polo wristwatch did not go through. Please let me know how you would like to arrange pickup of the watch.

Please call us if you have any questions. It was a pleasure working with you on this auction.

Best regards,



Alison C. Neumann
Graduate Gemologist

ACN/mm

Enclosure

1558 West Lake Street
Chicago, Illinois 60607

ph 312.280.1212 fx 312.280.1211

www.lesliehindman.com

SETTLEMENT STATEMENT (Update)

Rita Korner
50 Lake Blvd #607
Buffalo Grove IL 60089

Receipt No: 103599 Client No: 59751
(Please quote in all correspondence)

87 Fine Jewelry and Timepieces
Sale Date: 12/03/2007 5:00 PM
Venue: 122 North Aberdeen St.

Phone/Email: 847-520-9777 Fax: 847-520-9778

Item	Lot and Description	Result	Commission	Insurance	Photo	Net Proceeds
1	150. A 14 Karat Yellow Gold Wristwatch, Pulsar,	600.00	60.00 10.00%	6.00		534.00
2	148. An 18 Karat Yellow Gold Wristwatch, Universal Geneve, Length 8 1/2 inches.	1,400.00	140.00 10.00%	14.00		1,246.00
3	129. A 14 Karat Yellow Gold, Ruby and Diamond Wristwatch, Lucien Piccard, Length 6 inches.	300.00	30.00 10.00%	3.00		267.00
4	151. An 18 Karat Yellow Gold Wristwatch, Juvenia,	160.00	16.00 10.00%	1.60		142.40
5	137. An 18 Karat Yellow Gold and Diamond "Happy Diamond" Wristwatch, Chopard, Length 6 1/4 inches.	2,000.00	200.00 10.00%	20.00	50.00	1,730.00
6	142. A Gentleman's 18 Karat Yellow Gold Wristwatch, Piaget Polo, Length 8 1/2 inches.	Unsold	0.00			0.00
7	142A. A Lady's 18 Karat Yellow Gold Wristwatch, Piaget Polo, Length 6 1/2 inches.	3,000.00	300.00 10.00%	30.00	50.00	2,620.00
8	253. A Pair of Sterling Silver Cufflinks,	100.00	10.00 10.00%	1.00		89.00
9	5. A Gold Plated and Lalique Glass Pendant,	650.00	65.00 10.00%	6.50		578.50
Miscellaneous Charges						
UPS					17.50	-17.50
Totals:		\$8,210.00	821.00	82.10	117.50	\$7,189.40

10.00% commission
No minimum commission
1.00% insurance

Paid To Date: \$0.00
Balance Payable: \$7,189.40

SETTLEMENT STATEMENT (Update)

Rita Korar
50 Lake Blvd #607
Buffalo Grove IL 60089

Receipt No: 103599 Client No: 59751
(Please quote in all correspondence)

67 Fine Jewelry and Timepieces
Sale Date: 12/03/2007 5:00 PM
Venue: 122 North Aberdeen St.

Phone/Email: 847-520-9777 Fax:847-520-9778

Item	Lot and Description	Result	Commission	Insurance	Photo	Net Proceeds
	20% per lot withdrawal charge					

AL CROW FAX # 847-913-0204



Online Retailer of Certified Diamonds & Fine Jewelry



ELEGANCE ONLINE
 ATLANTA AREA
(404) 577-3444
 TOLL FREE
(888) 577-3999
 PRODUCT SEARCH

ENGAGEMENT WATCHES & ACCESSORIES JEWELRY DIAMOND EDUCATION WA

We Specialize In All Fine Swiss Timepieces

Home » mens_watch » Product Catalog

Mens Watches » Model Name - Presidential

Total 2 Product(s) Found. Displaying Page 1 of 1

GO TO PAGE

Sort Order ☐ Sort On ☐

GO

Shop by Product

- Diamonds
- Engagement Settings
- Earrings
- Right Hand Rings
- Hidaigo Rings
- Wedding Bands
- Necklaces
- Pendants
- Bracelets

Shop by Material

- Diamond Jewelry
- Gemstone Jewelry
- Platinum Jewelry
- Gold Jewelry
- Pearl Jewelry

Watches & Accessories

- Men's Watches
- Ladies' Watches
- Watch Winding Boxes

Jewelry Care

- Maintaining Your Jewelry
- Maintaining Your Watch

Testimonials

- Happy Customers

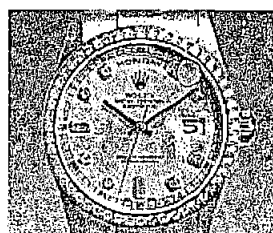
Related Links



**Rolex Platinum
 Presidential w/ Ice Blue
 Diamond Dial and 52
 Diamond Bezel**

Model Name : Presidential
Model Number : 118346
Case Size : 36 mm
Bracelet/Strap Material : Platinum
Bracelet/Strap Style : Presidential
Production Series : Z/Current Production
Condition : Unworn w/ Box and Papers
Availability : Please Contact Us
Movement : Automatic
DFJ Item # : 118346IceBlueDiamond
Retail Price : \$54,550.00
Our Price : \$43,500.00

Contact Us



**Rolex Platinum
 Presidential w/ Silver
 Diamond Dial and 52
 Diamond Bezel**

Model Name : Presidential
Model Number : 118346
Case Size : 36 mm
Bracelet/Strap Material : Platinum
Bracelet/Strap Style : Presidential
Production Series : Z/Current Production
Condition : Unworn w/ Box and Papers
Availability : Please Contact Us
Movement : Automatic
DFJ Item # : 118346SilverDiamond
Retail Price : \$54,550.00
Our Price : \$43,500.00

Contact Us

GO TO PAGE

Destination	Start Time	Time	Prints	Result	Note
18479130204	01-15 10:30	00:01:17	005/005	OK	

Note TMR: Timer, POL: Poll, ORG: Original, FME: Frame Erase TX,
MIX: Mixed Original, CALL: Manual Communication, CSRC: CSRC, FWD: Forward, PC: PC-FAX,
BND: Bind, SP: Special Original, FCODE: F-Code, RTX: Re-Tx, RLY: Relay, MBX: Confidential,
BUL: Bulletin, SIP: SIP-Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full,
LOVR: Receiving length Over, POVER: Receiving page Over, FIL: File Error,
DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error.

DANIELS, LONG & PINSEL, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW
19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO:	FAX NUMBER:
AL CROW / THE UPS STORE	847-913-0204
RE:	DATE:
HOWARD KORER	JANUARY 15, 2008

Dear Al,

Per our telephone discussion of a few minutes ago, I attach a copy of a letter dated January 2, 2008 from Leslie Hindman Auctioneers. This shows that Howard and Rita Koror have been selling high-end jewelry from their personal collection for some time. They are doing this as part of a downsizing effort as they have recently moved from a large house with a walk-in vault to a condominium.

The watch in question is a Rolex Platinum that Howard bought many years ago while on vacation. He did not wear the watch much, and it sat in the vault for approximately 20 years. Thus, it was never serviced and since it was in a secure vault, he didn't have it appraised or inventoried for insurance purposes. I have attached a page Howard downloaded from DaVinci Fine Jewelry showing that a Platinum Rolex runs about \$43,000.00 at discount.

The insurance amount of \$25,000.00 was chosen by Howard since he had agreed to sell it to the intended recipient of the package for this exact amount.

As we discussed, please forward this information to the correct party and insist that they contact me immediately. Their prompt compliance will be necessary to avoid our having to file a lawsuit.

Thank you for your cooperation.

Very truly yours,



ROBERT J. LONG



CORPORATION SERVICE COMPANY®

Notice of Service of Process

AZF / ALL
Transmittal Number: 5718993
Date Processed: 04/15/2008

Primary Contact:	SOP UPS - United Parcel SOP - PowerBrief - Wilmington Sop - Scan Suite 400 2711 Centerville Road Wilmington, DE 19808	08cv2837	JH
		JUDGE CASTILLO	
		MAGISTRATE JUDGE VALDEZ	

Copy of transmittal only provided to: Arlette Rowe
Ms. Sonja Jackson
Sarah Moore
Bishop Martin

Entity:	United Parcel Service, Inc. Entity ID Number 2551129
Entity Served:	United Parcel Service, Inc
Title of Action:	Howard Korner vs. Danita Corporation
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court:	Lake Circuit Court, Illinois
Case Number:	08 MR 0110
Jurisdiction Served:	Illinois
Date Served on CSC:	04/15/2008
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Plaintiff's Attorney:	Robert J. Long 847-623-5900
Client Requested Information:	Matter Type: OTHER/NA

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Attorney I.D. No. 6211043

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

HOWARD KORER,

Plaintiff,

v.

DANITA CORPORATION, an Illinois
corporation, d/b/a THE UPS STORE #1661,
and UNITED PARCEL SERVICE, INC.,
a corporation,

Defendant.

08cv2837

JH

JUDGE CASTILLO

MAGISTRATE JUDGE VALDEZ

No. 08 MR 0110

MOTION TO DISMISS IN LIEU OF ANSWER

NOW COMES the defendant, **DANITA CORPORATION**, by and through its attorneys,
LAW OFFICES OF EDWARD J. KOZEL, pursuant to 735 ILCS 5/2-613(a) requests that this
Honorable Court dismiss the plaintiff's First Amended Complaint for Declaratory Judgment and
in support states as follows:

1. That the plaintiff, Howard Korner, has filed a First Amended Complaint for
Declaratory Judgment naming as defendant Danita Corporation d/b/a The UPS Store #1661 and
United Parcel Service, Inc. See attached as Exhibit "A" First Amended Complaint for
Declaratory Judgment.

2. That pursuant to 735 ILCS 5/2-613(a); parties may plead in as many causes of
action, counterclaims, defenses, and matters in reply as they may have, and each shall be
separately designated and numbered.

FILED
MAY 08 2008
Circuit Clerk

3. That the plaintiff has failed to conclude separate counts for each defendant in his First Amended Complaint for Declaratory Judgment.

WHEREFORE, the defendant, **DANITA CORPORATION**, requests that this Honorable Court pursuant to 735 ILCS 5/2-613(a) dismiss with prejudice the plaintiff's First Amended Complaint for Declaratory Judgment.

LAW OFFICES OF EDWARD J. KOZEL

By: Edward J. Kozel
Edward J. Kozel

LAW OFFICES OF EDWARD J. KOZEL
333 South Wabash Avenue, 25th Floor
Chicago, Illinois 60604
(312) 822-3350
(312) 817-1978 - Fax

FILED

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

APR 10 2008
CIRCUIT CLERK

HOWARD KORER,
Plaintiff,

vs.

Gen. No. 08 MR 0110

DANITA CORPORATION, an Illinois corporation,
d/b/a THE UPS STORE # 1661, and
UNITED PARCEL SERVICE, INC., a corporation,
Defendants.

**FIRST AMENDED
COMPLAINT FOR DECLARATORY JUDGMENT**

NOW COMES the Plaintiff, HOWARD KORER, by and through his attorney, ROBERT J. LONG of Daniels, Long & Pinsel, LLC, and as and for his complaint, he states as follows:

1. At all times relevant hereto, Plaintiff was a resident of Lake County, Illinois.
2. At all times relevant hereto, Defendant DANITA CORPORATION is an Illinois corporation in good standing owning a packing and shipping business affiliated with the Defendant United Parcel Service, Inc. and is designated as UPS Store #1661.
3. At all times relevant hereto, Defendant UNITED PARCEL SERVICE, INC. was and is a foreign corporation duly authorized to conduct business in the State of Illinois, and is engaged in the business of parcel deliveries and expediting.
4. Prior to December 14, 2007, Plaintiff reached an agreement with a friend of his to sell his friend a certain Rolex Platinum wristwatch that the Plaintiff had purchased long ago while on vacation for a price of \$25,000.00.
5. On December 14, 2007, the Plaintiff went to the Defendant Danita Corporation's place of business located at 318 Half Day Road in Buffalo Grove, Lake County, Illinois and

handed a small box containing the said wristwatch to Danita Corporation's agent, Al Crow and asked him to arrange the shipping of this watch to Plaintiff's friend in Atlanta, Georgia.

6. On the said date and time, Danita Corporation's said agent agreed to arrange the said shipping through the United Parcel Service in exchange for monetary consideration.

7. Danita Corporation's agent further inquired of the Plaintiff if he wished to purchase insurance for the shipment, and Plaintiff stated that he wished to insure the package for \$25,000.00.

8. Danita Corporation's agent took the small box with the wristwatch, put it into a larger box with bubble wrap, sealed the box, printed out a shipping label and processed Plaintiff's credit card, charging the Plaintiff the sum of \$12.40 for shipping, \$231.30 for insurance, \$2.17 for a fuel surcharge, \$2.20 for a box, \$0.45 for a mat, \$1.54 for a service charge and \$0.20 for sales tax, totaling \$250.26. A true copy of the shipment receipt and credit card charge receipt is attached as Group Exhibit A hereto.

9. Plaintiff then left the store, leaving the box and the wristwatch with Danita Corporation.

10. Several days later, the box arrived at the home of the Plaintiff's friend in Atlanta, Georgia, however the box had been opened in transit, the small box containing the watch had been removed and a pair of pliers had been substituted for the watch.

11. Upon being advised of the foregoing apparent theft of the wristwatch, the Plaintiff contacted Danita Corporation's agent and verbally informed him of the apparent theft and stated that he was making an insurance claim for \$25,000.00.

12. Following that contact, representatives of United Parcel Service, Inc. and its designated agent, Crawford & Company have contacted the Plaintiff and have been furnished with all available information regarding the loss and the claim.

13. Since that time, despite the Plaintiff's cooperation and tender of all available evidence relating to the wristwatch, the Defendants have wholly failed to adjust the claim or make any monetary offer on the insurance.

14. Additionally, Plaintiff has submitted all available information through his attorney once it became obvious that the insurance payment was not being tendered promptly. A true copy of the undersigned's two faxes dated January 14, 2008 and January 15, 2008 are attached hereto as Group Exhibit B.

15. No written response of any kind has been tendered to the Plaintiff or his attorney.

16. The only description of the insurance provided directly to the Plaintiff is a provision on the back of the shipment receipt which states as follows:

"10. Declared Value Terms & Conditions. Declared value coverage will be available only if You have complied with all Declared Value Terms & Conditions. For an additional fee We will obtain declared value coverage for You shipment through the carrier designated on this PSO. We surcharge the cost of this product. You expressly acknowledge that the value of each parcel does not exceed the amount you listed below as Declared Value and stated on the transaction receipt. If no amount is specified, You agree that the value of the parcel(s) shall not exceed \$100. If You refuse additional declared value coverage for items of greater value than \$100, You will be limited to a maximum declared value coverage of \$100. Each declared value provider designated monetary limits coverage. The declared value terms and conditions of the various carriers are located in the carrier service guide for coverage provided by the carriers and are also available at this location upon request. Consult the applicable Declared Value Terms & Conditions and terms of coverage for further information." Group Ex. A.

17. In paragraph 1 of the shipment receipt ("PSO"), it identifies the carrier as UPS, which is a trade name and logo of United Parcel Service, Inc.

18. Danita Corporation's agent was requested to provide the declared value terms and conditions represented to be available at his location, but he was unable to do so as he stated that he had nothing in his possession to provide to the Plaintiff.

19. On the United Parcel Service, Inc., website (www.ups.com), it defines the Declared Value as follows:

"Declared Value: The amount in U.S. dollars for which a U.S.-origin domestic package or international shipment is protected against loss or damage. UPS automatically protects each domestic package and international shipment against loss or damage up to a value of US\$100 (or the equivalent in local currency) without a declaration of value. Shippers may declare a value for amounts in excess of US \$100 by showing a value in excess of \$100 in the declared value field of the UPS source document, or the UPS shipping system used, and paying an additional charge. The applicability of this term, or the availability of the referenced service, may vary according to the country of origin and country of destination. For non-U.S.-origin shipment protection, please refer to the Terms and Conditions of the origin country."

http://www.ups.com/content/us/en/resources/glossary/index.html?WT.svl=PNRO_L1#C

20. There is no further information available to the Plaintiff to explain what coverage is afforded by the insurance he purchased, what terms and conditions apply to that coverage, what entity is actually providing that coverage, or how to resolve a claim within that coverage.

21. Danita Corporation is not licensed to sell insurance in the State of Illinois.

22. United Parcel Service, Inc. is not licensed to sell insurance in the State of Illinois.

23. By selling "insurance" or "coverage", both Danita Corporation and United Parcel Service, Inc. have violated the Illinois Insurance Code and the rules and regulations of the Illinois Department of Insurance and continue to violate that code.

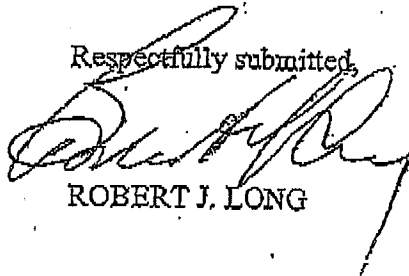
24. By refusing to provide a means to resolve a claim within the "insurance" or "coverage" wrongfully sold by the Defendants, the Plaintiff has been unable to obtain the fair and prompt adjustment of his loss and was forced to retain an attorney to prosecute this action.

25. As a result of the foregoing, there is a justiciable controversy existing between the parties.

WHEREFORE, Plaintiff prays for a declaratory judgment providing as follows:

- A. Finding and declaring that Plaintiff's shipment was insured for the full extent of the coverage purchased, ie., \$25,000.00;
- B. Finding and declaring that the Plaintiff's watch was worth at least \$25,000.00;
- C. Finding and declaring who the actual insuring entity was;
- D. Finding and declaring that the Plaintiff is entitled to payment from the insuring entity in the amount of \$25,000.00;
- E. Awarding the Plaintiff his reasonable attorney's fees and the costs of this action;
- F. Awarding the Plaintiff punitive damages against both Defendants in an amount sufficient to punish them and deter them from selling insurance products in violation of the laws of the State of Illinois;
- G. Granting such other, further or different relief as may be just and equitable in the premises.

Respectfully submitted,



ROBERT J. LONG

ROBERT J. LONG
Daniels, Long & Pinsel, LLC
Attorney for Plaintiff
19 North County Street
Waukegan, IL 60085
847-623-5900
ARDC# 06180761

The UPS Store - #1561
318 Half Day Rd
Buffalo Grove, IL 60089
(847) 913-0335

12/14/07 11:12 AM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



001 001035 (001)	TO \$ 245.87
3 Day Residential	
Tracking# 1Z4F973Y3996987877	
002 010002 (002)	TI \$ 2.20
08 x 08 x 08 box	
003 020010 (009) ***S***	TI \$ 0.45
08x08x08 Mat Std	
004 030010 (015) ***S***	TO \$ 1.54
08x08x08 Serv Std	

SubTotal \$ 250.86
IDDR (TI) \$ 0.20
Total \$ 250.26

ACCOUNT NUMBER *

***6357

AA Kozel

Receipt ID 82311349068173682733 004 Items
CSH: ALMAY Tran: 0651 Reg: 002

Thank you for visiting our store.
Please come back again soon.

Whatever your business and personal
needs, we are here to serve you.



Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE: FRI, Dec 14, 2007		SHIPMENT INFORMATION: UPS 3 Day Select Box 0.75Lbs / 4Lbs Filled (Dish) Dims: 8.00x 8.00x 8.00 (Styro Packed) Declared Value: \$25.000.00 Sig Rec (or Daily Cont) (a) Ship Wt (a) Pack and Ship Prems (a)	
EXPECTED DELIVERY DATE: WED, DEC 19, 2007 500		Tracking Number: 1Z493TY2886987877 Shipment ID: MONSIEUR7866 Ref #:	
SHIP FROM: HOWARD KOREK 54 LAKE BLVD DART 607 Burlington Grove, IL 60089 (847) 528-9773		DESCRIPTION OF GOODS: JEWELRY	
SHIP TO: RICHARD A. JAW EMBESSY 8111 NEBBIT FERRY RD ATLANTA GA 30358-1D09 Residential (404) 772-9333		SHIPMENT CHARGES: 3 Day Select Box \$12.40 Services Options \$21.38 Fuel Surcharges \$2.17	
SHIPPED THROUGH: THE UPS STORE HIGEL BURLING GROVE, IL 60089 (847) 913-0335		Total \$25.95	

COMPLETE ONLINE TRACKING
At <http://www.ups.com>
or call 1-800-4USPS
SHIPMENT INSURANCE
Contact your carrier for details.
Customer's responsibility for loss or damage to contents is limited to the actual cash value of the contents at the time of loss. For more information, please contact your carrier.

SHIPMENT ID: MONSIEUR7866



Powered by ShipStation
12/14/2007 09:13 AM Pacific Time

UPS is not responsible for loss or damage to contents if the shipper does not properly pack the contents. For more information, please contact your carrier.



DANIELS, LONG & PINSEL, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW
19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO:

AL CROW / THE UPS STORE

FAX NUMBER:

847-913-0204

RE:

HOWARD KORER

DATE:

JANUARY 14, 2008

Dear Mr. Crow,

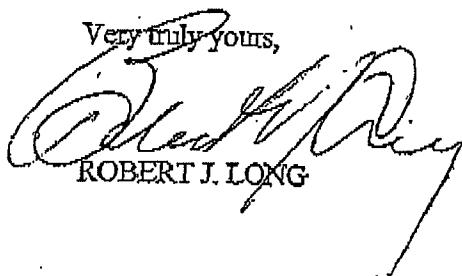
I represent Howard Koror, who has become frustrated with his efforts to file and resolve an insurance claim arising from your shipment of a Rolex Platinum wristwatch. I know that you are familiar with this situation, as Howard has shared your efforts to help guide his claim through the claims process, and I also understand that a Crawford & Co. claims investigator was assigned to this case.

However, Howard has been given no claims forms to submit, and there is no indication that the claim will be paid in the immediate future. I have made a concerted effort to find any kind of link on the UPS web pages to obtain information on the claims process and the shipping insurance, and I was quite surprised to find that there is nothing listed there. The fact is that Howard paid \$245.87 to insure his shipment for \$25,000.00. Yet, there is nothing in writing in any of the materials available to us to explain just exactly what he paid for.

As an attorney who deals with claims all the time, I am generally familiar with pretty much every type of claim that's common in the business world. My client shipped a watch worth well more than \$25,000.00, the box was opened in transit and a pair of pliers substituted for the watch. My client is entitled to payment on the claim in a reasonable period of time. Given the nature of this claim, a longer than reasonable time has already passed. We demand immediate payment.

As you are our only real link, we make this demand through you. Accordingly, kindly pass this letter along to the appropriate person and have him or her contact me immediately.

Very truly yours,



ROBERT J. LONG

PHONE: 847/623-5900 - FAX: 847/406-4422
E-MAIL: rlong@dlplawyers.com



TX Report

P 1
01/14/2008 16:56
Serial No. 426E12817
TC: 6135

Destination	Start Time	Time	Prints	Result	Note
18479190204	01-14 15:55	00:00:30	001/001	OK	

Note TMR: Timer, POL: Poll, ORG: Original, FME: Frame Erase TX,
MIX: Mixed Original, CALL: Manual Communication, CSRC: CSRC, FWD: Forward, PC: PC-FAX,
END: End, SP: Special Original, FCODE: F-Code, RTX: Re-TX, RLY: Relay, MBX: Confidential,
BUL: Bulletin, SIP: SIP-Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
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DANIELS, LONG & PINSEL, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW
19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO: AL CROW / THE UPS STORE

FAX NUMBER:

847-213-0204

RE:

DATE:

HOWARD KOREK

JANUARY 14, 2008

Dear Mr. Crow,

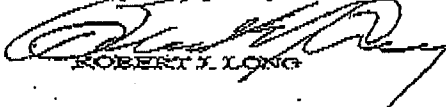
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As you are our only real link, we make this demand through you. Accordingly, kindly pass this letter along to the appropriate person and have him or her contact me immediately.

Very truly yours,


ROBERT J. LONG

PHONE: 847/213-6900 - FAX: 847/406-4422
E-MAIL: rlong@dplawyers.com

DANIELS, LONG & PINSEL, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

19 NORTH COUNTY STREET
WAUKEGAN, IL 60085

A FAX FROM ROBERT J. LONG

TO:

AL CROW / THE UPS STORE

FAX NUMBER:

847-913-0204

RE:

HOWARD KORER

DATE:

JANUARY 15, 2008

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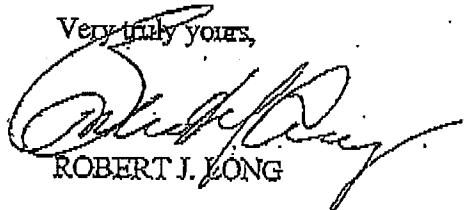
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Thank you for your cooperation.

Very truly yours,


ROBERT J. LONG

PHONE: 847/623-5900 • FAX: 847/406-4422
E-MAIL: rlong@dlplawyers.com



LESLIE HINDMAN AUCTIONEERS

January 2, 2008

Mrs. Rita Koror
50 Lake Blvd #607
Buffalo Grove, IL 60089

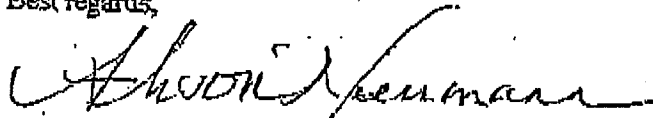
Dear Mrs. Koror,

Thank you so much for your consignment! Enclosed is a settlement check and statement for your property included in the December 3rd Fine Jewelry and Timepieces auction. We hope you are pleased with the results of the sale.

Unfortunately, the private sale of the Polo wristwatch did not go through. Please let me know how you would like to arrange pickup of the watch.

Please call us if you have any questions. It was a pleasure working with you on this auction.

Best regards,



Alison C. Neumann
Graduate Gemologist

ACN/mm

Enclosure

1550 West Lake Street
Chicago, Illinois 60607

ph 312.280.1212 fx 312.280.1211

www.lshindman.com

LESLIE HINDMAN AUCTIONEERS

SETTLEMENT STATEMENT (Update)

Rita Korer
50 Lake Blvd #607
Buffalo Grove IL 60089

Receipt No: 103589 Client No: 68751
(Please quote in all correspondence)

67 Fine Jewelry and Timepieces
Sale Date: 12/03/2007 5:00 PM
Venue: 122 North Aberdeen St.

Phone/Email: 847-620-9777 Fax: 847-620-9778

Item	Lot and Description	Result	Commission	Insurance	Photo	Net Proceeds
1	150. A 14 Karat Yellow Gold Wristwatch, Pulsar,	690.00	60.00 10.00%	6.00		624.00
2	148. An 18 Karat Yellow Gold Wristwatch, Universal Geneva, Length 8 1/2 Inches.	1,400.00	140.00 10.00%	14.00		1,246.00
3	129. A 14 Karat Yellow Gold, Ruby and Diamond Wristwatch, Lucien Piccard, Length 6 inches.	300.00	30.00 10.00%	3.00		267.00
4	151. An 18 Karat Yellow Gold Wristwatch, Juvenia,	160.00	16.00 10.00%	1.60		142.40
5	137. An 18 Karat Yellow Gold and Diamond "Happy Diamond" Wristwatch, Chapard, Length 6 1/4 inches.	2,000.00	200.00 10.00%	20.00	50.00	1,730.00
6	142. A Gentleman's 18 Karat Yellow Gold Wristwatch, Piaget Polo, Length 8 1/2 inches.	Unsold	0.00			0.00
7	142A. A Lady's 18 Karat Yellow Gold Wristwatch, Piaget Polo, Length 6 1/2 Inches.	3,000.00	300.00 10.00%	30.00	50.00	2,620.00
8	253. A Pair of Sterling Silver Cufflinks.	100.00	10.00 10.00%	1.00		89.00
9	5. A Gold Plated and Lique Glass Pendant.	650.00	65.00 10.00%	6.50		578.50
Miscellaneous Charges						
UPS						
Totals:		\$8,210.00	\$821.00	\$82.10	\$17.50	\$7,189.40
10.00% commission						\$820.00
No minimum commission						\$7,189.40
1.00% insurance						\$82.10

Paid To Date:
Balance Payable:

1138 West Lake Street, Chicago, Illinois 60607 Telephone 312 280 1512 Fax 312 280 1211 www.lesliehindman.com

LESLIE HINDMAN AUCTIONEERS

SETTLEMENT STATEMENT (Update)

Rita Korar
50 Lake Blvd #607
Buffalo Grove IL 60089

Receipt No: 103598 Client No: 59751
(Please quote in all correspondence)

87 Fine Jewelry and Timepieces
Sale Date: 12/03/2007 5:00 PM
Venue: 122 North Aberdeen St.

Phone/Email: 847-520-9777 Fax: 847-520-8778

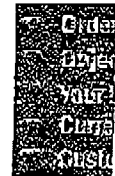
Item	Lot and Description	Result	Commission	Insurance	Photo	Net Proceeds
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20% per lot withdrawal charge

AL CROW FAX # 847-913-0204



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Gold Jewelry
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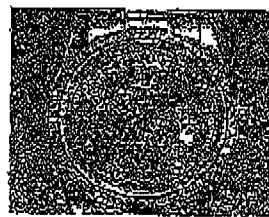
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Maintaining Your Jewelry
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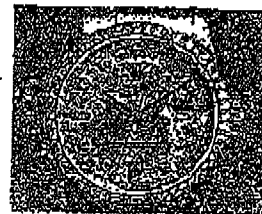
Related Links



Rolex Platinum
Presidential w/ Ice Blue
Diamond Dial and 62
Diamond Bezel

Model Name : Presidential
Model Number : 118346
Case Size : 36 mm
Bracelet/Strap Material : Platinum
Bracelet/Strap Style : Presidential
Production Series : Z/Current Production
Condition : Unworn w/ Box and Papers
Availability : Please Contact Us
Movement : Automatic
DFJ Item # : 118346IceBlueDiamond
Retail Price : \$54,550.00
Our Price : \$43,500.00

Contact Us



Rolex Platinum
Presidential w/ Silver
Diamond Dial and 52
Diamond Bezel

Model Name : Presidential
Model Number : 118346
Case Size : 36 mm
Bracelet/Strap Material : Platinum
Bracelet/Strap Style : Presidential
Production Series : Z/Current Production
Condition : Unworn w/ Box and Papers
Availability : Please Contact Us
Movement : Automatic
DFJ Item # : 118346SilverDiamond
Retail Price : \$54,550.00
Our Price : \$43,500.00

Contact Us

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

PROOF OF SERVICE

I, Paula Janosek, a non-attorney, certify under penalties as provided by law pursuant to 735 ILCS 5/1-109, that I served a copy of this Proof of Service and the foregoing Motion to Dismiss in Lieu of Answer and Motion to Correct the Record, by mailing a copy in an envelope addressed to:

Robert Long
19 North County Street
Waukegan, IL 60085

and depositing the same in the U.S. Mail at 333 South Wabash Avenue, Chicago, Illinois 60604, on April 28, 2008, with proper postage prepaid.



LAW OFFICES OF EDWARD J. KOZEL
333 South Wabash Avenue, 25th Floor
Chicago, Illinois 60604
(312) 822-3350
(312) 817-1978 - Fax
Attorney I.D. No. 44310